

Central Decatur
Community Schools

Support Staff

MASTER CONTRACT

2006-2007

SUPPORT STAFF COLLECTIVE BARGAINING AGREEMENT

This agreement is entered into by and between the Central Decatur Community School District of Decatur County, Iowa, and the Central Decatur Community School Employee Association as follows:

I. DURATION

This agreement shall cover the period commencing July 1, 2006 and ending June 30, 2007.

II. RECOGNITIONS

A. The Central Decatur Community School Employee Association recognizes the Central Decatur Community School Board and agrees to negotiate with its agents.

B. The Central Decatur Community School Board recognizes the Central Decatur Community School Employee's Association as the negotiating representatives for the following unit as designated by the Public Employment Relations Act, Chapter 20.

Included: All non-professional employees of the Central Decatur Community School District, including custodians, cooks, office managers, bus drivers, and paraeducators.

Excluded: Head transportation supervisor, school board secretary/treasurer, assistant school board secretary, all school teachers, principals, nurse, superintendent, Food Service Director, Kitchen Manager, head custodian and all other persons excluded by Section 4 of the Act.

III. IMPASSE

A. Impasse procedures shall start not later than 120 days or November 15 of each year, prior to budget certification.

B. Impasse procedures shall follow the Public Employment Relations Act, Section 20, 21, 22.

IV. GRIEVANCE PROCEDURE

A. A grievance is a claim by an employee or employee group that there has been a violation, misinterpretation or misapplication of the provisions of the agreement.

B. Procedure:

1. Within five (5) days of the grievance the aggrieved will discuss the problem with their immediate supervisor to resolve the problem.

2. If this problem is not resolved within three (3) days, said statement of the problem will be submitted to the principal within ten (10) days of the grievance. Upon receiving the written statement, the principal will have ten (10) days to return to the aggrieved a written response.

3. In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file, within five (5) school days of the principal's written decision at the second step, a copy of the grievance with the superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved and superintendent or his/her designee shall meet to resolve the grievance. The superintendent or designee shall file an answer within ten (10) days of the third step grievance meeting and communicate it in writing to the employee and the principal.

4. If the grievance is not resolved satisfactorily at step 3, there shall be available a fourth step of impartial arbitration. The Association may submit, in writing, ten (10) days from receipt of step 3 answer to enter into such arbitration. The arbitration proceeding shall be conducted by an Arbitrator to be selected by the two parties within seven (7) days, the Iowa Public Employment Relations Board will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name will be the Arbitrator. The decision of the Arbitrator will be binding on all parties. Expenses for the Arbitrator's services will be borne equally by the School District and the Association. The Arbitrator, in his opinion, shall not amend, modify, nullify, ignore or add to the provisions of the agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the School District and the Association and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the Agreement.

5. If the Association or any employee files any claim or complaint in any form other than under the grievance procedure of the Agreement, then the School District shall not be required to process the claim or set of facts through the grievance procedure. If the stipulated time limits are not met, by the Administration, the grievant shall have the right to appeal the grievance to the next level of procedure. The Association may be brought into the grievance procedure only upon the written request of the aggrieved employee.

6. Wherever in this agreement on grievance procedure, reference is made to days, it is understood that regular school days only are intended and shall be counted.

7. All grievance proceedings will be held in confidence.

8. Grievance decisions shall be kept on file by the Principals and available for review by School Board Negotiators.

V. LEAVES

A.Sick

Sick leave will be earned at the following rate:

1st year of employment 15 days and 15 days each subsequent year. The 15 days of sick leave for the current year will be used first, prior to using the employee's accumulated sick leave.

Cooks will be paid for breakfast duty if so scheduled and call in sick.

Employees' sick leave pay will be based on the number of scheduled hours of work for that day, not to exceed eight (8) hours per day.

Unused sick leave shall accumulate from year to year up to a maximum of 130 days. The Board of Education may, in the case of an extreme emergency, extend accumulated sick leave.

Sick Leave Pool

Definition and Purpose:

The sick leave pool is a voluntary pool for all contracted support staff. The purpose of the sick leave pool is to provide extended sick leave benefits to those members who incur a prolonged illness or accident and have exhausted their regular sick leave benefit.

Membership Eligibility:

Support staff personnel who satisfy the following requirements will be eligible to receive sick leave benefits from the sick leave pool to the extent of availability in the pool.

- 1.The employee must be a support staff employee of the Central Decatur Community School District serving in a support staff position.
- 2.If the employee chooses to join the sick leave pool they must contribute one day of sick leave to the sick leave pool prior to October 1st of school year. The annual levy will not exceed one day.
- 3.The option to join the sick leave pool will only be available between the start of the school year and October 1 of any given year.
- 4.Employees who have met all requirements may be eligible to draw from the sick leave pool.

Administration:

The sick leave pool shall be administered by the sick leave pool committee. The sick leave pool committee shall consist of the executive committee of the Central Decatur Employee Association and the Superintendent or his designee. The sick leave pool committee shall have the following responsibilities.

- 1.To annually review policies and operations of the pool and to recommend policy changes.
- 2.To establish annual levies (not to exceed one day per member per year).
- 3.The committee will determine or declare that any days left in the pool will carry over to the next school year.
- 4.To receive and act upon applications for withdrawals.
- 5.To publish and disseminate an annual report on the operation of the sick leave pool.
- 6.The maximum number of days accumulated in the pool will be 400.

Application for withdrawal of days:

- 1.Application for withdrawal of days from the sick leave pool will be forwarded to the executive committee of the Central Decatur Employee Association.
- 2.The applicants must have exhausted all accrued sick leave benefits.
- 3.The employee must be ill.
- 4.The committee will take action on the application within ten (10) working days. Action will consist of approval, disapproval, or tabled, pending further information.
- 5.Days missed due to normal pregnancy will not be for sick leave pool benefits. Days missed due to complications from pregnancy will be eligible for sick leave pool benefits.
- 6.In no event shall the committee be allowed to award days not in the pool.
- 7.Persons withdrawing sick leave days from the pool will not have to replace these days except as a regular yearly contributing member.
- 8.A person terminating employment with the school district or withdrawing from the sick leave pool membership will not be able to withdraw any contributed days from the sick leave pool.
- 9.The executive committee of the Central Decatur Employee Association will contact the administration of the approvals.

Appeals process:

Should an employee disagree with the decision of the sick leave pool committee, an appeal may be filed and presented before a full Central Decatur Employee Association meeting.

Application forms in connection with withdrawal of days from the sick leave pool are attached.

Signature _____ Date _____
(Please attach an attending physician's statement or other information to assist the committee in making a determination.)

**CENTRAL DECATUR COMMUNITY SCHOOL DISTRICT
CERTIFIED SICK LEAVE POOL
COMMITTEE ACTION**

RE: _____
(Name of per making application for withdrawal of sick days)

Date Application Made _____

_____ Approved Number of days granted _____

_____ Denied (no days granted)

_____ Tabled

Reason for approval, denial or tabled for additional information:

Signatures of Committee Members

_____	_____
_____	_____
_____	_____
_____	_____

Date of Committee Action: _____

B. Bereavement

Up to four (4) days leave shall be granted per death of an employee's spouse, child, parent, sibling, grandparent, grandchild, mother-in-law or father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law & Step-family members. One day shall be granted in the death of other relatives or friends. The above days may be extended in extreme conditions.

C. Professional Leave (In-Service)

In the cases in which building principals or the superintendent assigns an employee to attend a meeting, the District will provide registration and transportation. Lodging and meals will also be provided at the discretion of the administrator assigning the employee to the meeting.

D. Paid Leave

1. Employees shall be granted leave of absence for paid leave with full pay at a rate of three (3) days per year. A paid leave may be taken for any reason, the importance of which the employee feels in his/her sole judgement exceeds the importance of his/her duties at school. Said reasons shall be submitted to the building principal or immediate supervisor. The written explanation may be of a general nature.
2. A supervisor may limit the number of employees taking paid leave on a given day to ten percent of the employees reporting to him/her.
3. An employee planning to use a paid leave day shall notify his/her supervisor by a written request at least three days in advance, except in cases of emergency. Such leave will be taken at a minimum of one-half day per occurrence.
4. Employees assigned to work more than five (5) hours per day, one hundred eighty (180) days per year, not using paid leave may apply for \$35 for each day of unused paid leave. Employees working less than five (5) hours per day not using paid leave may apply for \$25 for each day of unused paid leave. The requests for pay must be in writing, addressed to your supervisor.
5. Paid leave is non-cumulative.

E. Family Illness

1. Two (2) days per year will be granted with pay to an employee for the purpose of caring for a sick or injured member of the employee's immediate family to be named as employee's spouse, child, parent, sibling, grandparent, grandchild, mother-in-law or father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law & Step-family members. This leave is non-cumulative. Such leave shall be taken at a minimum of one-half day per occurrence

2. Five (5) days per year additional family illness for the purpose of caring for a sick or injured member of the employee's family (employee's spouse, child, parent, sibling, grandparent, grandchild, mother-in-law or father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law & Step-family members). The employees will be required to trade one (1) sick leave day for each family illness day used (up to five (5) days).

This makes a total of seven (7) days that may be used for family illness days per year. This leave is non-cumulative. If these five (5) days aren't used there would be no pay for these days.

3. Employees assigned to work more than five (5) hours per day, one hundred eighty (180) days per year, not using family illness leave may apply for \$30 for each day of unused family illness leave. Employees working less than five (5) hours per day not using family illness leave may apply for \$20 for each day of unused family illness leave. The requests for pay must be in writing, addressed to your supervisor.

4. Employees will be allowed extended leave according to the Family and Medical Leave Act of 1993.

F. Jury Duty

1. In cases where employees are required to serve on, appear at, or be subpoenaed for any court cases, the Central Decatur Board will allow necessary time off from employment. Employees shall receive regular school salary rate of pay and will reimburse the school district with any court monies received.

INSURANCE

- A. The District will pay for an individual premium plan for the following full-time employees: cooks and custodians. The employee must pay \$1.00 per year toward the cost of the premium.
- B. The District will pay for a family premium plan for full-time office managers. The employee must pay \$1.00 per year toward the cost of the premium. Health insurance for Office Managers will remain in effect for the personnel currently holding a position at the three (3) Central Decatur centers. In the case of additional and/or replacement of the office manager personnel, the Board will exercise, at its discretion, Section XI of the Bargaining Agreement.
- C. District will provide a bookkeeping system to allow employees to pay for family or individual insurance under current District Plan, full service contract.
- D. Employees may elect to opt out of the single or family insurance coverage. An employee who chooses not to take part in the insurance coverage must provide verification of insurance coverage under another group policy. These individuals shall receive \$2,750 if covered by a family plan or \$1,400 if covered by a single plan. Individuals taking advantage of this option shall receive the funds in twelve (12) equal installments spread over a twelve (12) month period. All insurance carrier requirements for participation must be reviewed prior to approval. Employees shall be selected to participate on a seniority basis to meet the carriers requirements.

VII. HEALTH

- A. All employees are required to file with the Superintendent of Schools at the beginning of their employment, a written report of a physician who has performed said examination.
- B. A Physical Examination Doctor's Statement is required by the School District for each bus driver & cook and employees in food service at the beginning of their service and each year thereafter.
- C. The Board will pay an amount toward the cost of the physical exam. equal to the established cost by Decatur Medical Services for the examination required by the Central Decatur Community School District.
- D. Any employee of CDCS will not be expected to return to work in unsafe or hazardous conditions or use equipment that appears to be unsafe (ex: no employee shall be required to conduct a locker or bomb search). Employees will report any such unsafe practices, equipment, or conditions to their Administrator.
- E. An employee that is certified to administer medication will not be allowed or expected to administer medication if said medication does not meet requirements set forth by medication certification and/or school medication policies.

VIII. METHOD OF PAYMENT

A. Employees may, at their discretion, receive payment in either 10 or 12 equal installments on the 20th of each month.

Terms:

1. An employee may not change his/her status of 10 month/12month pay for any school year once an option has been initiated.
2. Employees choosing the 12 month pay option will have payroll deduction for credit union, IPERS, and payroll taxes withheld for the full 12 months.
3. Each paraeducator and cook choosing the twelve (12) pay will be figured by multiplying 184 contract days times the number of hours contracted to work per day times hourly wage divided by 12 months.
4. Each paraeducator and cook choosing the 12 month option will be required to work their contract hours within a pay period. Lost hours due to inclement weather and time off without using paid leave must be made up during the same week if possible, if not they MUST be made up during the same pay period.
 - a. Contract days to include:
 - 178 actual student attendance days
 - 4 paid holidays
 - 2 in-service days (specific dates listed on individual contract) Regularly scheduled daily total hours to be included on employees individual contracts.
5. Employees hired during the year will be on an hourly pay plan for that year.

B. When pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay check on the last previous working day.

C. Employees will be allowed to make up time lost to early dismissals at times mutually agreeable to the administration and employee.

D. Overtime pay (time and one-half) will be paid to all employees for all hours worked in one week over 40 hours, which includes Saturdays, Sundays. In the case of holidays, this will be in addition to holiday pay that said employee is eligible for, as contained in this agreement.

E. Compensatory time off may be allowed instead of overtime, if mutually agreed upon between employee and employer. Compensatory time will be figured in time off at time and one-half rate if more than 40 hour work week. Comp time may not exceed 240 hours according to the Federal Wage and Hour Law.

F. In the case of inclement weather only, early outs or late starts Office Managers will be allowed to leave 1/2 hour after the students leave and/or arrive 1/2 hour before the students arrive for late start. Without a loss of any wages.

G. Direct deposit shall be available for any employee that wishes to participate.

****Authorization Agreement for Payroll Direct Deposit (ACH Credits)is attached****

AUTHORIZATION AGREEMENT FOR DIRECT DEPOSITS (ACH CREDITS)

Company Name _____ Company ID Number _____

I (we) hereby authorize _____, hereinafter called COMPANY, to initiate credit entries to my (our) (☐) Checking Account / (☐) Savings Account (select one) indicated below at the depository financial institution named below, hereafter called DEPOSITORY, and to credit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name _____ Branch _____

City _____ State _____ Zip _____

Routing Number _____ Account Number _____ (☐) Checking (☐) Savings

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonably opportunity to act on it.

Name(s) _____ Payroll ID Number _____

_____ Payroll ID Number _____

Signature(s) _____ Date _____

_____ Date _____

PLEASE ATTACH A VOID CHECK OR A COPY OF VOID CHECK

IX. VACATION SCHEDULE

A. Schedule for 12 month employees 1st through 7th year -2 weeks

8th through 15th year - 3 weeks

16th and beyond - 4 weeks

Third and Fourth week of vacation may be taken at any time during the school year. The time is to be agreed upon by the employee and immediate supervisor.

B. Paid holidays for 12 month employees are: New Year's Day, Good Friday, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas. The only exception would be if one of these holidays should be used as a school make-up day.

C. Twelve month employees will receive paid holidays for the day after Thanksgiving and the day before or after Christmas. These employees that have accumulated comp. time may use such time for any other day that has been approved by their immediate supervisor.

D. Para educators and cooks will be allowed paid holidays for Thanksgiving, Christmas, New Years Day, & Labor Day at their daily, hourly rate of pay.

X. WAGES 2006-2007

A. Cooks

1. \$10,167.84 annually (6 hours daily for 184 contract days)(6) \$9.21/hr.
2. Part-time Cooks(3) - \$ 9.41
3. Substitute Cooks - \$8.44

B. Custodians

1.	Carolyn Ness	\$9.40	\$9.75
	Clyde Rains	\$8.96	\$9.31
	Kathy Rains	\$9.16	\$9.51
	Michael Weston	\$8.92	\$9.27
	Julia VanLarr		\$8.85
	Rhonda Brown	\$8.50	\$8.85
	Substitutes	\$8.20	\$8.55

C. Office Managers

1. Listed on 2006-2007 Salary Schedule
2. In the case of early out or late start for inclement weather only, the office managers are permitted to leave 1/2 hour after students and/or arrive 1/2 hour before students. Without loss of time.
3. Length of contracts:

Linda Boothe-Braby	200 days	\$10.38/hr	Annual \$16,608
Julie Moffett	200 days	\$10.17	Annual \$16,272
Shondell Martin	200 days	\$10.17	Annual \$ 16,272

D. Bus Drivers

1. Regular routes \$11,800.80
2. Activity driving rate to \$ 8.65 per hour
3. Substitute Bus Drivers – 2 hour guarantee @ 12.50 an hour
4. Call in fee of \$28.00

E Para educators

Assignment change changes salary.

1. Regular paraeducators \$9.96per hour
2. Clerical duties at \$10.06 per hour
3. Special education paraeducators that perform special health procedures that come in contact with bodily fluids on a regular basis \$10.06 per hour
4. Library/Computer \$10.06 per hour
5. Substitutes \$8.44
6. Para educators that have completed the Para 2 certification receive a .10 per hour differential.

F. Lunches

1. Cooks, custodians, office managers and paraeducators shall be supplied with lunch every day that the lunch program is in operation.

G. Dues Deduction

1. CDCEA dues for ISEA will be taken out of monthly checks after an employee has submitted written authorization to the district.

H. Credit Union

1. CDCS Support Staff may designate an amount to be deposited in the Credit Union each month. This amount may only be changed once a year. The deposit will be made post tax each month..

XI. HIRING OF NEW EMPLOYEES

- A. Above salaries/benefits apply to currently employed personnel. Any new employees' salaries/benefits will be negotiated at time of employment.
Head negotiator for the Support Staff will be informed about a new hire.

XII. SALARY SCHEDULE

<u>A. Cooks</u>	2005-06	2006-07
Cook (6 hrs per day	\$9,494	\$10,167.84
Part-time Cooks(3)		\$ 9.41
Substitute Cooks	\$8.20	\$8.44

<u>B. Custodians</u>		
Carolyn Ness	\$9.40/hr	\$9.75/hr
Clyde Rains	\$8.96/hr	\$9.31/hr
Kathy Rains	\$9.16/hr	\$9.51 /hr
Michael Weston	\$8.92/hr	\$9.27/hr
Julia VanLarr	\$8.50/hr	\$8.85 /hr
Rhonda Brown	\$8.50/hr	\$8.85/hr
Substitutes	\$8.20/hr	\$8.55/hr

C. Office Managers

Linda Boothe-Braby	\$16,048	\$16,608
Julie Moffett	\$15,232	\$16,272
Shondell Martin		\$16,272

D. Bus Drivers

Regular Routes	\$11,544	\$11,800.80
Noon Route/Preschool		\$28.00
Activity Driving	\$8.25/hr	\$8.65/hr

Drivers required to return during the middle of the school day to transport students, will receive a flat fee of \$28.00. This additional driving time lapse is not to exceed a two (2) hour period. In the case of additional time, drivers will be paid at the rate of 8.65 per hour. This additional driving time does not include driving due to inclement weather, late starts and early outs.

Substitute Drivers \$12.50 /hr guarantee of two hours pay.

E. Para educators

Assignment change changes salary.

1.	Regular Para educators	\$9.72/hr	\$9.96/hr
2.	Para educators performing clerical duties as directed by Building Principal	\$9.82 /hr	\$10.06
3.	Special education Para educators that perform special health procedures that come in contact with bodily fluids on a regular basis.	\$9.82 /hr	\$10.06/hr
4.	Library/Computer Para educators	\$9.82	\$10.06
5.	Para educators that have completed the Para II certification receive a .10 per hour differential.		
6.	Substitutes	\$8.20	\$8.44

XIII.TRANSFERS

A. If qualification and competence are equal, as determined by the Superintendent/Board, then seniority prevails. The term "seniority" shall mean an employees' continuous length of service in the Central Decatur School District.

XIV.STAFF REDUCTION

A. Staff reduction shall be accomplished by category of employees and if skill, ability, qualifications, and competence are equal, as determined by the Superintendent/Board, then seniority prevails. The term seniority shall mean an employee's continuous length of service in the Central Decatur Community School District.

XV.COMMUNICATIONS

A. The Association shall have the right to post notices on activities and matters of Association concern on employee bulletin boards. at least one of which shall be provided in each school building in areas designated for employee use, such as teachers' lounges and workrooms. The Association may use the district mail service and employee mailboxes for communications to employees.

XVI.BREAK TIME

A. During a regular work day, full-time support staff personnel shall receive two (2) fifteen (15) minute breaks.

This agreement constitutes the entire agreement between the Central Decatur Support Staff and the Board of Education and concludes collective bargaining for its term.

Julie Moffett 5-31-06
Negotiator, Support Staff Date

Thomas L. Danner 6-6-06
Negotiator, Board of Education Date

This agreement ratified and approved by respective parties to the agreement on dates placed after signatures.

Julie Moffett 5-31-06
President, Support Staff Date

Mike Fowl 5/29/06
President, Board of Education Date